

AMENDED
DEED OF TRUST

CENTRAL LAKES TRUST

This DEED is made on the 20th day of June 2000.

BETWEEN OTAGO CENTRAL ELECTRIC POWER TRUST (“the settlor”)

AND MICHAEL JOHN RICHARDS ALLISON, OF WANAKA, CONSULTANT

AND GRAEME ROBERT BELL, OF ALEXANDRA, COMPANY DIRECTOR

AND ROBERT DONALD SPARY, OF QUEENSTOWN, COMPANY DIRECTOR

AND PETER JOHN MEAD, OF CROMWELL, CHARTERED ACCOUNTANT

AND JAMES RICHARD HILL, OF ROXBURGH, FARMER

AND DUNCAN ATHOL BUTCHER, OF CROMWELL, LOCAL BODY REPRESENTATIVE

(Collectively “the first Trustees”)

WHEREAS

- A. The Settlor wishes to create a Charitable Trust for community charitable purposes within the “Region” (the Trust).
- B. The sum of **ONE HUNDRED DOLLARS** (\$100.00) has been paid by the Settlor to the Trustees to be held by the Trustees upon the trusts hereinafter declared.
- C. The Trustees have agreed to hold the said sum and any further sums or assets received by them for the same community charitable purposes upon the trusts hereinafter set forth.

1. DEFINITIONS AND CONSTRUCTION

1.1 **Definitions:** In this Deed, unless the context otherwise requires:

- (a) **“Appointed Trustee”** means a non-elected Trustee appointed in accordance with the rules set out in clause 2 of the First Schedule of this Trust Deed.
- (b) **“Community Charitable Purposes”** shall have the same meaning as “Charitable Purposes” under the Tax Act 1994 and the words “charity” shall have a corresponding meaning **PROVIDED HOWEVER** that if by reason of any alteration in the law relating to income tax it is at any time or times necessary to restrict such purposes in order to preserve the right to exemptions from income tax of the kind referred to in sections CB4(1)(c) and

CB4(1)(e) of the said Act such purposes shall thereupon be deemed restricted to the extent so necessary.

- (c) “**Company**” means Pioneer Generation Limited and includes any successor or subsidiary company.
- (d) “**Region**” means Central Electric Limited’s former **Network Supply** area.
- (e) “Elected Trustee” means a Trustee elected in accordance with rules set out in clause 1 of the First Schedule of this Trust Deed.
- (f) “**Elector**” means at any appropriate date from time to time designated by the Trustees any person whose name appears on the roll of electors of a local authority the whole or any part of whose district is situated within the Region and whose electoral address is situated within the Region.
- (g) “**Financial Year**” means any year or other accounting period ending on a Balance Date.
- (h) “**theTrust**” means the trust established by this Deed.
- (i) “**theTrustees**” means the trustees for the time being of the Trust and unless expressly referring to Elected Trustees, Appointed Trustees or Co-opted Trustees, shall include all such Trustees.
- (j) “**Trust Fund**” means the sum of \$100.00 together with any further moneys or property that may from time to time be received by the Trustees upon the trusts of this Deed, the income or profits derived from such moneys or property, and the proceeds of sale of any such property and includes all capital and income for the time being held by the Trustees of the Trust.
- (k) “**Trustee Act**” means the Trustee Act 1956 or any amendments thereto or legislation provided in substitution therefore.

1.2 Construction: In this Deed, unless the context otherwise requires:

- (a) References to one gender include the other gender;
- (b) References to the singular include the plural and vice versa;
- (c) The headings and the index shall not affect the construction of this Deed;
- (d) References to Clauses are references to clauses of this Deed and references to Schedules are references to schedules to this Deed;

(e) References to a statute include references to regulations, orders, or notices made under or pursuant to such statute and shall be deemed to include references to those statutes from time to time amended and substituted provisions that substantially correspond to those referred to.

2. DECLARATION OF TRUST

2.1 The Settlor hereby declares and directs and the Trustees declare and acknowledge as follows:

2.2 The Trust established by the Deed shall be known as Central Lakes Trust. The name of the Trust may be changed from time to time by any resolution of the Trustees that has received the affirmation of 60% of the Trustees.

2.3 The sum of \$100.00 paid by the Settlor contemporaneously with the execution of this Deed and all other monies or property of whatever kind hereafter paid, given, bequeathed or transferred to or purchased or acquired by (or agreed to be transferred to or purchased or acquired by) the Trustees shall be held upon the Trusts hereby declared and any accumulations of income therefrom and all monies, investments and property of whatever kind from time to time representing the same shall be held upon the Trusts and for the purposes and with the powers, authorities and discretions hereinafter appearing.

3. PURPOSES AND OBJECTS

3.1 The objects for which the Trust hereby evidenced is established are for such community charitable purposes within the Region as a majority of Trustees shall from time to time decide.

4. APPOINTMENT, RETIREMENT AND PROCEEDINGS OF TRUSTEES

4.1 The Rules set forth in the First Schedule hereto (with such amendments, deletions and additions thereto as may lawfully be made in the manner therein appearing) shall upon the execution of this Deed govern the appointment, retirement and proceedings of the Trustees and associated matters.

5. GENERAL POWERS

5.1 The Trustees may exercise the powers, authorities, and discretions conferred by this Deed in addition to and not in limitation of the powers, authorities and discretions conferred upon the Trustees generally by the Trustee Act (except where otherwise specified in this Deed).

6. SPECIFIC POWERS

- 6.1 The Trustees shall have and may exercise the following powers, authorities and discretions:
- 6.2 **To Appoint a Chief Executive Officer:** To appoint and pay any such person, who is not a Trustee, as Chief Executive Officer of the Trust and to remove such person and appoint a replacement as they think fit.
- 6.3 **To Co-opt Trustees:** To invite specialist assistance from a maximum of three further persons (“Co-opted Trustees”) who, in the opinion of a majority of the Trustees provide a particular skill and experience not reflected amongst any other elected Trustees and required by the Trust for its efficient operation and to remove any such person or persons and appoint any replacement.
- 6.4 **To Employ:** To employ and pay any person, firm, company or corporation to do any act of whatever nature relating to the Trust including the receipt and payment of money without being liable for loss incurred thereby.
- 6.5 **To Appoint A Custodian Trustee:** To exercise the powers conferred by Section 50 of the Trustee Act and to appoint any corporation to be a Custodian Trustee of the Trust Fund.
- 6.6 **To Invest:** To invest or reinvest, in any form of investment authorised by this Deed or by law, all or any part of the Trust Fund, whether income or capital, not immediately required for the purposes of the Trust.
- 6.7 **Bank Accounts:** To open an account or accounts at any time or times as the Trustees from time to time determine in the name of the Trust at any Bank (and to overdraw any such account with or without giving security) as the Trustees from time to time determine and in addition to the powers conferred by Section 81 of the Trustee Act to make arrangements with any Bank for the Trustees or any two or more of the Trustees named in writing by all of the Trustees to operate any account from time to time opened or subsisting at that Bank as the Trustees from time to time determine.
- 6.8 **Capital Income and Blended Effects:** To determine whether any money for the purposes of this Deed is to be considered as income or capital and to determine what expenses ought to be paid out of income or capital respectively and also to apportion payments and every such determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund and income thereof.
- 6.9 **Receiving Donations:** To receive donations to the Trust from any person or persons. The receipt of such donations may be made on conditions stipulated by

the Trustees provided that those conditions shall not be at variance with the purposes of the Trust or the terms of this Deed.

- 6.10 **Determining Questions:** To determine all questions and matters of doubt which may arise in the course of the Trusteeship of this Trust.
- 6.11 **Seeking Advice:** To consult with whom Trustees feel fit in matters of investment management or control of the Trust Fund or in the exercise of any discretion or power hereunder.
- 6.12 To procure at the expense of the Trust, professional indemnity insurance for the Trustees.

7. **POWERS OF INVESTMENT**

- 7.1 The Trustees may invest all or any part of the Trust Fund held by them under this Deed, either alone or in common with any other person or persons, in all or any of the following investments:
 - (a) Any investment authorised under the provisions of the Trustee Act 1956.
 - (b) Interest bearing deposit accounts with any licensed Bank.
 - (c) Shares in Pioneer Generation Ltd or any successor company.
- 7.2 The Trustees may hold all or any part of the Trust Fund uninvested for any period or periods for the purpose of:
 - (a) Accumulating sufficient funds for the purposes of investment or;
 - (b) Holding sufficient funds to meet payments as they fall due.
- 7.3 Notwithstanding the provisions of Section 13C of the Trustee Act and the likelihood that the Trustees will from time to time include persons whose professions, employment, or business is or includes acting as a Trustee or investing money on behalf of others, it is hereby declared that the care, diligence and skill to be exercised by the Trustees in exercising any power of investment shall not be that required of such persons by the said Section 13C but shall at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.
- 7.4 Notwithstanding anything in this Deed, no Trustee shall be liable for any breach of trust in respect of any duty to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others or that a prudent person engaged in a profession, employment or business that is or includes acting as a Trustee or investing money on behalf of others would

exercise in managing the affairs of others merely (in either case) because the investments of the Trust Fund are not diversified.

8. SALE OF SHARES IN THE COMPANY

- 8.1 In any case where the Trustees intend to sell or otherwise dispose of all or part of the shares in the Company to the extent that the Trust's shareholding in the Company would drop below 80% of the ownership of the Company the Trustees shall notify the public in accordance with Clause 12 of their intention together with the day fixed for confirmation of the resolution to sell or otherwise dispose of all or part of the shares of the Company which day shall be not less than 30 days and not more than 60 days after the publication of the notice.
- 8.2 The prior consent of the Electors to the sale of shares pursuant to Clause 8.1 shall be obtained where:
- (a) The Electors demand in the manner specified in Clause 8.5 hereof; or
 - (b) The Trustees so resolve.
- 8.3 Any Elector shall be entitled to sign a demand for a poll of Electors.
- 8.4 Every demand shall be delivered or sent by post to the Trustees and received at their principal office not later than 9.00 am on the day fixed for the confirmation of the resolution to sell or dispose of the shares of the Company.
- 8.5 No demand for a poll of Electors shall be of any effect unless the number of valid signatories to the demand is equal to or greater than 10 per cent of the total number of Electors.
- 8.6 Any poll conducted pursuant to Clause 8.5 shall be undertaken pursuant to the provisions of the Second Schedule to this Deed.
- 8.7 If as a result of the provisions of Clause 8.2 above a poll is conducted and not less than 60% of the total number of valid votes recorded at the poll are in favour of the proposal then, and not otherwise, the proposal shall be deemed to be carried and the Trustees may proceed with the proposal accordingly, but if the proposal is not carried the Trustees shall not so proceed.
- 8.8 The Trustees shall not distribute the capital of the Trust Fund to the extent that it reduces the Trust Fund below 80% of the total fund without calling a poll to be conducted in accordance with the provisions of the Second Schedule.

9. ADVICE OF COUNSEL

- 9.1 Without derogating from the generality of the foregoing powers, the Trustees are hereby further empowered to take and act upon the opinion of any barrister of the High Court of New Zealand of not less than seven years' standing whether in relation to the interpretation of this Deed or any other document or any statute as to the administration of the Trust declared and authorised by this Deed or by any other document without being liable to any person who may claim to be in any way beneficially interested in respect of any act done in accordance with such opinion provided that nothing in this clause shall prohibit the Trustees from applying to the Court should the Trustees think fit.

10. DUTIES OF TRUSTEES

- 10.1 The Trustees shall:

(a) Ensure that full and correct accounts of all of the financial transactions of the Trust and its assets and liabilities and funds are kept.

(b) Cause to be prepared financial statements at the end of each Financial Year including a balance sheet and income and expenditure account and notes to those documents giving a true and fair view of the financial affairs of the Trust for that Financial Year.

- 10.2 Appoint from time to time on such terms as they think fit as auditor of the Trust a person who is either:

(a) a member of The Institute of Accountants of New Zealand; or

(b) a member, fellow, or associate of an Association of Accountants constituted in some part of the Commonwealth outside New Zealand and for the time being approved for the purpose of the audit of company accounts under Section 199 of the Companies Act 1993.

- 10.3 Ensure that the financial statements are audited.

- 10.4 Immediately upon completion of the audit of the financial statements insert advertisements in a principal newspaper or newspapers circulating in the Region, notice that the statements are available for public inspection at the principal office of the Trustees.

- 10.5 Make the financial statements available to the public in accordance with Clause 11.

11. ANNUAL PUBLIC MEETING

- 11.1 Within six months after the end of each Financial Year of the Trust the Trustees shall in addition to making available to the public the financial statements publish an annual report on the activities of the Trust and hold a public meeting in the Region which shall be the Annual Public Meeting.
- 11.2 The Trustees shall give not less than 14 days notice in a principal newspaper or newspapers circulating in the Region of the holding of such Annual Public Meeting and the date, time and place of the meeting.
- 11.3 The business to be conducted at the Annual Public Meeting shall be:
- (a) the consideration and adoption of the Annual Report of the Trustees and the Annual Financial Statements of the Trust (including the matters referred to in Clause 1 of the Third Schedule hereto);
 - (b) the appointment of the auditors;
 - (c) the revision of any appointment of any Co-opted Trustee, and
 - (d) such other business (if any) as the Trustees and those attending think fit.
- 11.4 A quorum at the Annual Public Meeting shall be that whole number which is equal to or is next above 60% of the number of Trustees holding office.
- 11.5 For the avoidance of doubt it is expressly recorded that a Co-opted Trustee may form part of a quorum.

12. INFORMATION TO THE PUBLIC

- 12.1 For the purpose of complying with any requirement under this Deed to make any document or information available to the public:
- (a) It shall be sufficient for the Trustees to make such document or information available for inspection at any office of the Trustees or at any other place in the Region during normal business hours on any business day; and
 - (b) the Trustees shall give not less than 7 days notice of the place at which and the times when such documents or information may be inspected by the public and of the address for service of the Trustees in a principal newspaper or newspapers circulating in the Region.

13. WINDING UP OF TRUST

- 13.1 The Trust may be wound up voluntarily if all of the Trustees present at a meeting and voting pass a resolution requiring the Trust to be wound up, and the resolution is confirmed at a subsequent meeting of the Trustees called for the purpose and held not sooner than the 28th day and not later than the 42nd day after the date on which the resolution so to be confirmed was passed.
- 13.2 In any case when the Trustees intend to wind up the Trust the Trustees shall notify the public in accordance with Clause 12 of their intention together with the day fixed for confirmation of the resolution to wind up the Trust.
- 13.3 The prior consent of the Electors to the winding up shall be obtained when:
- (a) the Electors demand in the manner specified in Clause 13.6 hereof; or
 - (b) the Trustees so resolve.
- 13.4 Any Elector shall be entitled to sign a demand for a poll of Electors.
- 13.5 Every demand shall be delivered or sent by post to the address for service of the Trustees and received not later than 9.00am on the day fixed for the confirmation of the resolution to wind up the Trust.
- 13.6 No demand for a poll of Electors shall be of any effect unless the number of valid signatories to the demand is equal to or greater than 10 percent of the total number of Electors.
- 13.7 Any poll conducted pursuant to this Clause 13.6 shall be undertaken pursuant to the provisions of the Second Schedule of this Deed.
- 13.8 If as a result of the provisions of Clause 13.3 above a poll is conducted and not less than 60% of the total number of valid votes recorded at the poll are in favour of the proposal then, and not otherwise, the proposal shall be deemed to be carried and the Trustees may proceed with the proposal accordingly, but if the proposal is not carried the Trustees shall not so proceed.
- 13.9 On the winding up of the Trust all surplus assets, after the payment of all costs, debts and liabilities, shall be paid, applied or appropriated to or for the benefit of the Community Charitable Purposes in accordance with Clause 3.

14. INTERESTED TRUSTEES

- 14.1 A Trustee who in any way, whether directly or indirectly has a material interest in any contract or proposed contract or arrangement or dealing with the Trust shall

disclose the nature of that interest at a meeting of the Trustees and such disclosure shall be recorded in the minutes of the meeting.

- 14.2 A Trustee who has been required to disclose an interest pursuant to Clause 14.1 may be counted in a quorum present at a meeting but shall not vote in respect of the matter in which the Trustee is interested.
- 14.3 If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee voluntarily agreeing to abstain from voting such question shall be referred to the Chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive except in a case where in the opinion of the Chairperson the nature and extent of the interests of the Trustee concerned have not been fairly disclosed.

15. **LIABILITY**

- 15.1 No Trustee acting or purporting to act in the execution of the trusts of this Deed shall be liable for any loss not attributable to his or her own dishonesty or to the wilful commission or omission by him or her of an act where such commission or omission is known by him or her to be a breach of trust and in particular no Trustee shall be bound to take or be liable for failure to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.
- 15.2 Every Trustee shall be chargeable only for such moneys as he or she shall actually have received although he or she may have joined in any receipt for money received by any other of them and shall not be answerable for the acts of any other Trustee nor for any loss which may arise by reason of any Trust Funds being lawfully deposited in the hands of any banker, solicitor or agent or for the sufficiency or insufficiency or deficiency of any security upon which any Trust money or any part thereof may be invested or for any loss in the execution of any trust unless the same shall happen through his or her neglect or default.

16. **INDEMNITY**

- 16.1 Any Trustee, officer or employee of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him or her in defending any proceedings whether civil or criminal taken against him or her by reason of his or her actions in relation to or connection with the Trust in which judgment is given in his or her favour or in which he or she is acquitted by the Court in respect of any negligence, default, breach of duty or breach of trust.

17. ALTERATION TO DEED

- 17.1 It shall not be lawful for the Trustees to revoke or vary or add to any of the provisions of this Deed unless the revocation variation or addition is approved by a majority of 60% of Electors voting at a poll conducted in accordance with the provisions of the Second Schedule herein and the rules set out in the Second Schedule to this Deed and in the same manner as set out in Clause 13.1 but no amendment shall be made which shall compromise the charitable nature of the Trust.

IN WITNESS WHEREOF this Deed has been executed the day and year first hereinbefore written.

Page with original Signatories

FIRST SCHEDULE

RULES GOVERNING THE APPOINTMENT, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES

1. INTERPRETATION

- 1.1 These Rules are those referred to in Clause 4 of the Deed and accordingly:
- 1.2 Terms in these Rules to which are ascribed special meanings in the Deed have the meanings so ascribed to them, unless otherwise provided or the context otherwise requires.
- 1.3 These Rules shall be construed subject to the provisions of the Deed, and in the case of conflict between the provisions of these Rules and those of the Deed the provisions of the Deed shall prevail.
- 1.4 Unless specifically referring to an Appointed Trustee or an Elected Trustee, a reference to a Trustee or Trustees shall include both.

PART ONE – CONSTITUTION OF THE TRUST

1. APPOINTMENT OF ELECTED TRUSTEES

- 1.1
 - (a) The first Trustees of the Trust shall be the persons signing the Deed as Trustees;
 - (b) The first Elected Trustees shall retire from office on the date of the first election for Trustees;
 - (c) The first election for Elected Trustees shall be held during 2001 no later than 3 months following the date of the Local Body Elections in the Region;
 - (d) Subsequent elections shall be held within 3 months following the date of the triennial general election of the members of local authorities determined in accordance with the provisions of the Local Elections and Polls Act 1976.
- 1.2 Nominations for appointment as an Elected Trustee shall be invited from the public and must be made no later than 3 months prior to the date of the election referred to in Rule 3.1.

1.3 The following persons may not hold office as a Trustee:

- (a) A bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled;
- (b) A person who has been convicted of any offence punishable by a term of imprisonment of two or more years;
- (c) A person who has been convicted of any offence punishable by a term of imprisonment and who has been sentenced to imprisonment for that offence;
- (d) A person convicted of an offence against Section 189 of the Companies Act 1993;
- (e) A person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (f) A person who is not a parliamentary Elector for the purposes of the Electoral Act 1993;
- (g) In the case of an Elected Trustee, a person who is not an Elector. This requirement shall not apply to Appointed Trustees.

1.4 The number of Elected Trustees (excluding Co-opted Trustees) shall be five from and including the 2019 election.

1.5 Where by reason of any vacancy the number of Elected Trustees (excluding Co-opted Trustees) is reduced to less than 5, the remaining Trustees may appoint some other eligible person to be a Trustee for the balance of the term of office.

2. **APPOINTMENT OF APPOINTED TRUSTEES**

2.1 Following ratification at the 2016 Referendum the Trust shall appoint three Appointed Trustees between the date of the 2016 Referendum and prior to the 2019 election of Elected Trustees.

2.2 Appointed Trustees shall be selected and appointed by an independent Appointments Panel appointed by the Trust and comprising at least three people including at least one professional governance or recruitment advisor and containing no more than one Elected Trustee.

- 2.3 The Trustees may provide guidance to the Appointments Panel in relation to required skills and experience of desirous Trustee appointments but the independent Appointments Panel decision on appointments shall be final.
- 2.4 The Appointments Panel shall have full discretion to decide on the recruitment and appointments process.
- 2.5 The Appointments Panel shall endeavour to stagger the commencement dates of respective Appointed Trustees during the years between trustee elections in order for there to be continuity across expiry of tenures and compulsory retirement of both Elected Trustees and Appointed Trustees.
- 2.6 The restrictions on who may not hold the office as a Trustee set out in clause 1.3 above also apply to Appointed Trustees.

3. **TERM AND TENURE OF ELECTED AND APPOINTED TRUSTEES**

- 3.1 Elected Trustees (including the first Trustees) shall (subject to the provisions of Rule 8) hold office for a term from the date of their election until the date of the next election.
- 3.2 Appointed Trustees shall (subject to the provisions of Rule 8) be appointed for a term of three years commencing on the date of their appointment and terminating three years from that date

4. **REMUNERATION AND EXPENSES OF TRUSTEES**

- 4.1 **Remuneration:** All Trustees shall be entitled in each Financial Year to such remuneration for their services as Trustees as may be reasonable having regard to their duties and responsibilities.
- 4.2 **Expenses:** All Trustees shall be entitled to be indemnified by and reimbursed for any expenses incurred by them in the exercise of their powers and duties under this Deed.
- 4.3 **Payments to be made from Trust Funds:** The payments of remuneration and expenses to the Trustees pursuant to Rule 4.1 or Rule 4.2 shall be paid out of the Trust Fund.

5. **DELEGATION BY TRUSTEES**

- 5.1 Any Trustee may, in any of the circumstances permitted by Section 31 of the Trustee Act, exercise the powers under that section of delegating to any person,

who has been approved by the other Trustees, during any period for which that Trustee may be absent from New Zealand or incapable of performing his or her duties as a Trustee, all or any trusts powers authorities and discretions vested in him or her as a Trustee of the Trust.

6. CHAIRPERSON

- 6.1 The Trustees shall elect a Chairperson at their meetings and determine the period for which the Chairperson is to hold office. The Chairperson (or in the absence of the Chairperson, a Trustee elected by the meeting) shall take the Chair at all meetings of the Trustees and shall have a casting as well as a deliberative vote.

7. QUORUM

- 7.1 A quorum at meetings of the Trustees shall be that whole number which is equal to or is next above 60% of the number of Trustees holding office.
- 7.2 For the avoidance of doubt it is expressly recorded that a Co-opted Trustee may form part of a quorum.

8. CESSATION OF TRUSTEESHIP

- 8.1 A Trustee shall cease to hold office if such Trustee:
- (a) for an Elected Trustee, has served for the term prescribed herein as a Trustee provided however that at each election the Trustee may seek re-election for a further term not exceeding three years and may at the expiration of that term seek further re-election, provided that the maximum period for which an Elected Trustee may hold office shall be nine years;
 - (b) for an Appointed Trustee, at the date being three years from the commencement date of their appointment provided however that an Appointed Trustee may seek reappointment for up to two further terms subject always to a maximum of 9 years total appointment;
 - (c) by notice in writing to the Secretary of the Trust or if there is no Secretary to the then Chairman, resigns his or her office;
 - (d) refuses to act;
 - (e) is absent without leave from two-consecutive ordinary meetings of the Trustees;

(f) becomes a person who comes within the prohibited classes of persons in Rule 2.3.

8.2 A co-opted Trustee shall hold office for one year or until the next Annual Public Meeting after their appointment and shall have such appointment reviewed by each Annual Public Meeting and either confirmed or withdrawn.

9. RECORDING OF CHANGE OF TRUSTEES

9.1 Upon every election appointment, reappointment re-election or cessation of office of any Trustee the Trustees shall cause an entry thereof to be entered in the minute book of the Trust.

10. VALIDITY OF PROCEEDINGS

10.1 All acts done by any meeting of Trustees or of a committee of Trustees or by any person acting as a Trustee shall (notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Trustee or person acting as aforesaid or that they or any of them were for any reason disqualified) be as valid as if such person had been duly appointed and was qualified to be a Trustee.

11. RESCISSION OR VARIATION OF RESOLUTIONS

11.1 Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees at any ordinary or special meeting.

PART TWO – ADMINISTRATION PROVISIONS

12. ORDINARY MEETINGS

12.1 The Trustees shall meet at such intervals as they deem appropriate to conduct the affairs of the Trust.

13. SPECIAL MEETINGS

13.1 Three Trustees may at any time summon a special meeting for any reason deemed by them to justify the same.

14. NOTICE OF MEETINGS

- 14.1 Notice in writing of every meeting whether ordinary or special shall be delivered or sent by post to each Trustee or emailed, texted, messaged or communicated by other digital or electronic means (where such communication is acknowledged as received by the recipient for the sender's records) by the Chief Executive Officer (or other person acting under the direction of the Trustees) or (in the case of a special meeting) by or under the direction of the persons summoning it at least seven days before the date of the next meeting. No notice shall be necessary for adjourned meetings except to Trustees not present when the meeting was adjourned.

15. CONTENT OF NOTICE

- 15.1 Every notice of meeting shall state the place, day and hour of the meeting and every notice of a special meeting shall state the matters to be discussed at that meeting. Notice of any general or special meeting may be abridged or waived if all the Trustees who are for the time being in New Zealand consent in writing to such abridgement or waiver.

16. ADJOURNMENT

- 16.1 If a quorum is not present within 30 minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting. Any meeting may be adjourned by the Chairperson upon the adoption of a resolution of its adjournment.

17. COMMITTEES

- 17.1 The Trustees may from time to time appoint any one or more members of their body to be a committee for making any inquiry, for superintending or transacting any business of the Trust, for the investment and management of the Trust Funds or any part thereof, or for the performance of any duty or function which in the opinion of the Trustees will further the purposes and objects of the Trust.
- 17.2 Subject to these Rules and to any directions from time to time given by the Trustees every such committee may regulate its own procedure so that a quorum at any meeting of the committee shall comprise a majority of its members for the time being.

18. **MINUTES**

- 18.1 A Minute Book shall be provided and kept by the Trustees and all proceedings of the Trustees shall be entered in the Minute Book.
- 18.2 Any such minute if purporting to be signed by the Chairperson of the meeting at which the proceedings were had or by the Chairperson of the next succeeding meeting shall be evidence of the proceedings.
- 18.3 Where minutes have been made in accordance with the provisions of this Rule of the proceedings at any meeting of Trustees then until the contrary is proved the meeting shall be deemed duly held and convened and all proceedings at that meeting to have been duly convened.

19. **RESOLUTIONS IN WRITING**

- 19.1 A resolution in writing or emailed, texted, messaged or communicated by other digital or electronic means (where such communication is acknowledged as received by the recipient for the sender's records) signed by all the Trustees or by all the members of committee shall be as effective for all purposes as a resolution passed at a meeting of the Trustees or of such committee as the case may be, duly convened, held and constituted. Such resolution may consist of several documents or digital versions in the same form, each signed by one or more of the Trustees or members of the committee, as the case may be.

20. **MEETINGS BY ALTERNATIVE MEDIA**

- 20.1 For the purposes of these Rules the contemporaneous linking together by telephone or other audio-visual, digital, web based, app based or e-based conferencing, of a number of the Trustees or members of a committee ("the participants") being not less than a quorum together with the Chief Executive Officer or a person acting secretarially shall be deemed to constitute a meeting and all the provisions in these Rules as to meetings shall apply to such meetings by telephone so long as the following conditions are met:
- 20.2 All the participants for the time being entitled to receive notice of a meeting shall be entitled to notice of a meeting by such means and to be linked for the purposes of such meeting. Notice of such meeting may be given in accordance with Rule 14 above. ;
- 20.3 Each of the participants taking part in the meeting by such means, and the Secretary or person acting secretarially, must be able to hear or have the ability to record or save the communications of each of the others taking part at the commencement of the meeting;

- 20.4 At the commencement of the meeting each participant must acknowledge his or her presence for the purposes of such meeting to all the others taking part;
- 20.5 A participant may not leave the meeting by disconnecting or terminating his or her connection or participation without having previously obtained the express consent of the Chairperson of the meeting and shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless having failed to obtain the express consent of the Chairperson to leave the meeting;
- 20.6 A minute of the proceedings at such meeting shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting and by the Chief Executive Officer or person acting secretarially.

21. BANK ACCOUNTS

- 21.1 Bank accounts in the name of the Trust shall be opened and kept with a bank or banks the Trustees from time to time determine.
- 21.2 All sums of money received on account of the Trust shall be forthwith paid into the credit of such account or accounts unless otherwise expressly ordered by the Trustees.
- 21.3 All negotiable instruments and all receipts for money paid to the Trust shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Trustees from time to time determine.

22. EXECUTION OF DOCUMENTS

- 22.1 All documents required to be executed by the Trustees shall be deemed to be validly executed and binding on the Trust if those documents have been entered into and executed by the authority of the Trustees previously given and signed by at least two Trustees and countersigned by the Chief Executive Officer or by another Trustee or any other person approved by the Trustees for the purpose.

23. ADVISORS

- 23.1 The Trustees may retain the services of a Fund Manager and such other professional advisors as the Trustees shall deem necessary, to assist and advise upon the investment and administration of the Trust Fund.

24. GENERAL POWERS

- 24.1 Subject to the provisions of the Deed and of the preceding Rules the Trustees shall have the power to do all acts and things which they may consider proper or advantageous for accomplishing the purposes and objects of the Trust.

PART THREE – AMENDMENT TO RULES

25. AMENDMENTS

- 25.1 The Rules set forth in Part Two of the Schedule being administrative provisions may be rescinded, amended or added to by the resolution of 60% of the Trustees.
- 25.2 No such resolution shall be effective unless notice thereof shall have been given in the notice convening the meeting and no such rescission, amendment or addition shall conflict with any of the provisions of the Deed.

SECOND SCHEDULE

Rules Governing Conduct of a Poll or Election

1. Any Electors shall be entitled to vote in a poll or election.
2. No person shall be entitled to vote more than once in any poll of Electors or election.
3. Every poll or election shall be conducted by a Returning Officer who shall be appointed by the Trustees.
4. Every poll or election shall be conducted by a postal vote, with votes cast being returned either by post or online (using a website address, personal log-in and identification number included in the issued voting pack).
5. The Trustees shall compile a roll of those entitled to vote which shall be made available for public inspection in accordance with Clause 12.
6. If in an election the number of candidates does not exceed the number of vacancies to be filled the candidates shall be duly elected as Trustees and the public shall be notified in accordance with Clause 12.
7. As soon as practicable following the fixing of the date upon which a poll or election is to be held the Returning Officer shall forward by post addressed to each Elector eligible to vote at the address shown on the roll one voting paper in respect of the poll or election of Elected Trustees together with an envelope stamped and addressed to the Returning Officer.
8. No voting paper shall be valid unless it is delivered to the Returning Officer by the date specified for the close of voting such date to be not less than two weeks after posting of the voting papers.
9. The Returning Officer shall open the papers and make arrangements for an official count of the votes. Votes may be counted electronically.
10. When all voting papers have been dealt with the Returning Officer shall notify the public of the result in accordance with Clause 12.

THIRD SCHEDULE

Conduct of Annual Public Meetings

1. In addition to the matters set out in Clause 11.3 of the Deed the Trustees shall report to the Electors present at an Annual Public Meeting:
 - (a) A summary of the Trust's investment performance;
 - (b) The effect of the Trust's investment performance upon reserving policies;
 - (c) A summary of the level of grants made by the Trust;
 - (d) A forecast of the ability of the Trust to sustain such grants in view of current investments and reserving policies;
 - (e) Any proposed or actual divergence from Trust objects or investment policies;
 - (f) The contribution of any Co-opted Trustee;
 - (g) The reappointment of any Co-opted Trustee.
2. The Annual Report of the Trust shall be made available to the Electors at least fourteen days prior to the date set for the Annual Public Meeting.
3. Any Elector may attend the Annual Public Meeting and may raise matters for discussion by the Trustees and Electors present at the meeting.
4. The Trustees, in accordance with the procedures set down in the Deed, may pass resolutions taken at the Annual Public Meeting.
5. Electors shall not vote upon resolutions taken at the Annual Public Meeting.